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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

SHANE LUNCEFORD,

Plaintiff,

v.

JEFFREY R. CARSON aka JEFF
CARSON, CARSON KUSTOMS, LLC
and CHRISTEN CARSON,

Defendants.

CASE No.

**COMPLAINT FOR: BREACH OF
CONTRACT; NEGLIGENCE;
CONVERSION; FRAUD; UTPA
VIOLATIONS; CIVIL R.I.C.O. (18
USC § 1961 ET. SEQ.)**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff SHANE LUNCEFORD, and for his Complaint against Defendants
JEFFREY R. CARSON aka JEFF CARSON, CARSON KUSTOMS, LLC, AND CHRISTEN
CARSON and alleges as follows:

GENERAL ALLEGATIONS

1.

Plaintiff Shane Lunceford (“Mr. Lunceford”) is an individual, who at all material times was a

resident of California.

2.

At all times material, Defendants JEFFREY R. CARSON aka JEFF CARSON and CHIRSTEN CARSON were individuals who, upon information and belief, conduct business in and own or lease real property in Clackamas County, Oregon and who, upon information and belief are the sole owners of Defendant CARSON KUSTOMS, LLC, an Oregon limited liability company, who upon information and belief conducts business in Clackamas County, Oregon. (Collectively “Defendants”).

3.

This court has original jurisdiction over this action pursuant to 28 USC § 1331, 1332 and 1367. This court has venue pursuant to 28 USC § 1391(b)(1) and (2).

4.

In early 2017, Plaintiff contracted with Carson Kustoms, LLC to perform certain body work to Plaintiff’s 1966 Ford Mustang (“Mustang”). Plaintiff fully paid Carson Kustoms, LLC approximately \$15,000.00 in exchange, Carson Kustoms, LLC was to redo the interior and exterior of the car as follows: a) Restore body work; b) install air-conditioning; c) tint the windows; d) add a roll bar; c) replace the seats; d) install a horn; e) install new radio; and overall to restore the car to near-show-quality.

5.

From early 2017 through July 5, 2022, Carson Kustoms, LLC maintained possession and control over the Mustang. On July 5, 2022, Plaintiff was allowed to pick up the Mustang, at which time it was discovered that the Mustang had been damaged due to the acts and omissions of Defendants over the course of the five years they controlled and possessed it.

FIRST CLAIM FOR RELIEF
Breach of Contract

6.

Plaintiff re-alleges and incorporates by reference all allegations contained in Paragraphs 1 through 5 as if fully alleged herein.

7.

Plaintiff hired Defendant Carson Kustoms, LLC to perform certain work on the Mustang as set forth in paragraph 3, along with other incidental items as requested from time to time and agreed to by Carson Kustoms, LLC.

8.

Plaintiff fully performed all his duties, conditions, and obligations under the contract, including payment in full of the amounts charged by Carson Kustoms, LLC in the amount of approximately \$15,000.00.

9.

Defendant Carson Kustoms, LLC breached the agreement by failing to perform any of the requested services; by failing to return the Mustang as demanded; by failing to properly care for the Mustang.

10.

Plaintiff's Mustang will require an estimated \$50,000.00 to complete the scope of work undertaken by Carson Kustoms, LLC.

11.

As a direct and proximate result of Defendant Carson Kustoms, LLC's breach of the Contract,

Plaintiff incurred damages in the amount of \$10,000.00 to restore the mechanical systems of the Mustang to the condition they were in in 2017, which were damaged by CARSON KUSTOMS, LLC's act and omissions while the Mustang was in its care, custody, and control. Plaintiff further incurred approximately \$5,000.00 in parts that were not returned with the Mustang.

12.

It was reasonably foreseeable that failure to timely complete Defendants' work would deprive Plaintiff of the use and enjoyment of the Mustang. Plaintiff therefore seeks loss of use damages at the rate of \$190.00 per day as the reasonable rental value for a classic Mustang of this vintage. Plaintiff believes that Defendants should have delivered the Mustang completed on or before November 1, 2018, and therefore the delivery was 1,342 days late. Plaintiff then needed an additional 60 days to complete the mechanical work so that the Mustang was once again operational. Therefore, Plaintiff seeks as consequential damages a reasonable value for the loss of use of the Mustang as follows: 1,402 days at the rate of \$190.00 per day, or \$266,380.00.

13.

Plaintiff's damages are reasonably ascertainable, and the date of default can be determined. Therefore, Plaintiff is also entitled to recover prejudgment and post judgment interest at the statutory rate of 9%.

14.

Plaintiff is entitled to all other relief this Court deems just and equitable.

**SECOND CLAIM FOR RELIEF
UNLAWFUL TRADE PRACTICES ACT
(AGAINST DEFENDANTS JEFFREY CARSON AND CARSON KUSTOMS, LLC)**

15.

Plaintiff re-alleges and incorporates by reference all allegations contained in Paragraphs 1 through 14 as if fully alleged herein.

16.

From July of 2017 through December of 2021, Defendants Jeffrey Carson and Carson Kustoms, LLC and provided Plaintiff with numerous updates as to the status of the work, as well as numerous credible explanations for delivery delays. On or about December 13, 2021, Defendants Jeffrey Carson and Carson Kustoms, LLC represented that the Mustang was in Sacramento, California, and that a transport company was going to haul it to Plaintiff's home.

17.

As of February 18, 2022, Defendants Jeffrey Carson and Carson Kustoms, LLC was still representing that the transport company was hauling Plaintiff's Mustang to Plaintiff's home.

18.

As of June of 2022, the transport had not arrived, and on or about June 13, 2022, Plaintiff contacted the Clackamas County Sheriff's Office. Defendants Jeffrey Carson and Carson Kustoms, LLC advised the Clackamas County Sheriff's Office that the Mustang was stored near 111th and Foster in Portland, Oregon.

19.

Defendant Carson Kustoms, LLC and Defendant Jeffrey Carson willfully violated ORS 646.608 in the following respects:

- a) Represented that the services to be provided had been completed, when in fact they had not; (ORS 646.608(e))
- b) Represented that the services provided were of a high standard and quality when the services provided were significantly less than that standard; (ORS 646.608(g))

- c) Promises to deliver goods or services – namely the *finished* Mustang, within a certain period of time with intent not to deliver the goods or services as promised; (ORS 646.608(q))
- d) Concurrent with the tender or delivery of the services failed to disclose any known material defect or material non-conformity; (ORS 646.608(t))

20.

In the course of Defendants Jeffrey Carson and Carson Kustoms, LLC'S conduct described in paragraph 14, Defendants Jeffrey Carson and Carson Kustoms, LLC were acting in the course of their business, vocation or occupation.

21.

The services at issue were obtained by the Plaintiff primarily for personal, family, or household purposes and customarily are obtained by purchasers primarily for personal, family, or household purposes.

22.

Plaintiff suffered an ascertainable loss of money and use of property as a result of the Defendants' conduct in an amount to be proven at trial, not to exceed \$65,000.00, representing the cost to repair, replace missing parts and complete the work promised, plus \$266,380.00 representing the loss of use of Plaintiff's Mustang for 1,402 days.

23.

Plaintiff reserves the right to amend the complaint to seek punitive damages pursuant to ORS 646.638(1).

24.

Plaintiff's damages are reasonably ascertainable, and the date of default can be determined.

Therefore, Plaintiff is also entitled to recover prejudgment and post judgment interest at the statutory rate of 9%.

25.

Plaintiff is entitled to recover his reasonable attorneys fees and costs pursuant to ORS 646.638(3).

26.

Plaintiff is entitled to all other relief this Court deems just and equitable.

THIRD CLAIM FOR RELIEF
NEGLIGENCE

27.

Plaintiff re-alleges and incorporates by reference all allegations contained in Paragraphs 1 through 26 as if fully alleged herein.

28.

Upon information and belief, Defendants stored Plaintiff's Mustang outside without proper protection from the elements.

29.

Upon information and belief, Defendants stored various parts of Plaintiff's Mustang separately from the Mustang at one or more of Defendants' facilities, whereupon Defendants failed to take reasonable steps to properly secure and protect the parts.

30.

It was reasonably foreseeable that if Defendants failed to take reasonable steps to properly store and protect Plaintiff's Mustang, it could become damaged.

31.

It was reasonably foreseeable that if Defendants failed to take reasonable steps to care for, protect, and identify the parts belonging to Plaintiff taken from Plaintiff's Mustang or intended to be installed in Plaintiff's Mustang, that such parts could be damaged or misplaced.

32.

As a direct and proximate result of Defendants' failure to take reasonable steps to preserve and protect Plaintiffs' Mustang and parts, Plaintiff has suffered damages in an amount to be proven at trial not to exceed \$65,000.00.

33.

Plaintiff further seeks damages for mental anguish for the loss of use and enjoyment of the Mustang due to the damages caused by Defendants as set forth in paragraphs 28 and 31. Plaintiff seeks \$250,000 for mental anguish caused by Defendants' negligence.

34.

Plaintiff is entitled to all other relief this Court deems just and equitable.

FOURTH CLAIM FOR RELIEF
CIVIL RICO (18 USCA § 1961, ET. SEQ.)

35.

Plaintiff re-alleges and incorporates by reference all allegations contained in Paragraphs 1 through 34 as if fully alleged herein.

36.

Between July 29, 2017, and July 4, 2022, Defendant Jeffrey Carson, personally and as an agent for Carson Kustoms, LLC, engaged in a scheme or artifice to defraud Plaintiff by seeking to deprive Plaintiff of the intangible right of honest services, through a series of false representations as set forth below. Defendant Jeffrey Carson and Defendant Carson Kustoms, LLC further sought to

deprive Plaintiff of the use of his Mustang, as well as defraud Plaintiff of the funds paid for the restoration of his Mustang, through a series of false representations as set forth below.

37.

Defendants Jeffrey Carson and Carson Kustoms, LLC violated 18 USCA section 1343 sent numerous false or fraudulent representations to Plaintiff by means of wire communication in interstate commerce for the purpose of executing a scheme to defraud Plaintiff as described in paragraph 35. The false or fraudulent text messages from Jeffrey Carson and Carson Kustoms, LLC include, but are not limited to the following:

- a. January 21, 2018, from Jeff Carson in Oregon to Shane Lunceford in California: “The last coat of clear coat went down on Friday we should be wet sanding it on Tuesday or Wednesday just to let you know what was going on”¹
- b. March 5, 2018, from Jeff Carson in Oregon to Shane Lunceford in CA: “Hoping to bring the car back from upholstery shop later this week from headliner and glass install”²
- c. Jeff Carson, OR to Shane Lunceford, CA; May 25, 2018: “Seats are all done I just haven’t picked them up yet cuz I didn’t want to get them filthy carpet is in Headliners in roll bars in and I think that’s where I left it in the dashes painted”³
- d. Jeff Carson, OR to Shane Lunceford, CA, May 6, 2019: “Just to keep you in the loop, the trailer is all done the car is in the trailer we are working on the truck I don’t know if I’ll make it out this week or”⁴

¹ At time of pickup, it did not appear this work had been done.

² At time of pickup, no upholstery work had been done; the windshields were both missing.

³ At time of pickup, no carpet or rollbars had been installed.

⁴ Mr. Carson informed police officers in July of 2022, that the Mustang was in a facility in Portland, Oregon. Upon information and belief, it never left the state of Oregon.

- e. Jeff Carson, OR to Shane Lunceford, CA, Jan. 13, 2020: “I moved your car forward in the trailer and accidentally hit the button for the horn let me tell you in a Box that’s not a good idea”⁵
- f. Jeff Carson, OR to Shane Lunceford, CA, Jan. 27, 2020: “On my way. Heading to Vegas picking up 3 bikes from mecum auction going to San Diego. 550 each! ... Then getting it. And other parts then north to you”⁶
- g. Leaving vegas heading west today (Jeff Carson, NV or OR to Shane Lunceford, CA, Jan 29, 2020)
- h. Mostly loaded, back is so sore. Should be done a little after lunch ish. Going to try to get at least get to pomona or Bakersfield by tonight (Jeff Carson, OR, to Shane Lunceford, CA, Feb. 9, 2020)
- i. I think I will be at your place tomorrow I am meeting with them around 11 to get the truck drive it and check it and then go from there (Jeff Carson, OR to Shane Lunceford, CA, March 3, 2020)
- j. Jeff Carson, OR to Shane Lunceford, CA, Nov. 12, 2020: “Ok, here things go! Either in your area tonight or tomorrow. Will know around this afternoon”⁷
- k. Jeff Carson, OR to Shane Lunceford, CA, Jan. 25, 2021: “I am leaving my house on 3rd or 4th Going to pic up my trailer Will unload your car so you can pick up from there Will let you know when I arrive”⁸

⁵ At the time of pickup, the horn was not installed and was not included in the box of parts; upon information and belief the Mustang never left the State of Oregon while in Defendants’ custody and control.

⁶ At time of pickup, the Mustang was incomplete and not ready for delivery; upon information and belief the Mustang never left the State of Oregon while in Defendants’ custody and control.

⁷ At time of pickup, the Mustang was incomplete and not ready for delivery; upon information and belief the Mustang never left the State of Oregon while in Defendants’ custody and control.

⁸ At time of pickup, the Mustang was incomplete and not ready for delivery; upon information and belief the Mustang never left the State of Oregon while in Defendants’ custody and control.

- l. J. Carson, OR to S. Lunceford, CA, March 15, 2021: “On route to sact”⁹
- m. J. Carson, OR to S. Lunceford, CA, March 23, 2021: “Slowly unloading in getting things moved around I think I should have everything out and ready to go by tomorrow just taking a little longer getting everything out of the trailer to move your car out”¹⁰
- n. J. Carson, OR to S. Lunceford, CA, March 24, 2021: “Got the gasser out and harley out Getting motors out and transmissions out Your battery was low so I just took battery to autozone to get charged”¹¹
- o. J. Carson, OR to S. Lunceford, CA, March 26, 2021: “Just picked up your battery it’s holding the charge just fine I should be done late today with getting everything out and moved probably meet up with you tomorrow”¹²
- p. J. Carson, OR to S. Lunceford, CA, March 30, 2021: “Still getting little metal shavings out of the break lines going to take master cylinder out and clean out this afternoon”¹³
- q. J. Carson, OR to S. Lunceford, CA, May 18, 2021: “Just bled it out Will try it tomorrow”¹⁴
- r. J. Carson, OR to S. Lunceford, CA, May 21, 2021: “I got the brakes bled and working I will get exact address by tomorrow I am going back there Sunday afternoon Car

⁹ This message sent as part of a series implying that Plaintiff would be able to pick up the Mustang that day; Upon information and belief, Defendants had no intention or ability of allowing Plaintiff to pick up the Mustang in Sacramento, California that day, or any other day.

¹⁰ At time of pickup, the Mustang was incomplete and not ready for delivery and had been stored in Portland, Oregon. The text suggests that the Mustang was going to be available to be picked up by Plaintiff in Sacramento, California.

¹¹ Same as fn 10.

¹² Same as fn 10.

¹³ Same as fn 10, but with an excuse as to why no pickup could be arranged just yet.

¹⁴ Same as fn 10 and 13.

now works correctly”¹⁵

- s. J. Carson, OR to S. Lunceford, CA, December 13, 2021: “I can’t get anyone by the 17th Soonest as anyone is quoting me is the 5th I am noth healthy enough... Going south to you from sac”¹⁶
 - t. J. Carson, OR to S. Lunceford, CA, January 13, 2022: “From what they said they should be there Friday to Wednesday I gave them your contact number they said they would be contacting you within 12 hours before delivery of car”¹⁷
 - u. J. Carson, OR to S. Lunceford, CA, January 26, 2022: “Just got texted that the truck is heading Sout as of today they if of today they should be in your area tomorrow or the next day and will be contacting you for delivery time”¹⁸
 - v. J. Carson, OR to S. Lunceford, CA, February 18, 2022: “Can you give me your address they just called. I can’t find it”¹⁹
 - w. S. Lunceford to J. Carson, Jun 13, 2022: “The police say my car is at 111th and Foster. Is it done, or am I going to find a half-done mess?”
- J. Carson, OR to S. Lunceford, CA, June 13, 2022: “I did not tell them it was out a 111th and Foster we have 3 areas that we keep cars it is $\frac{3}{4}$ of the way bolted together if you want to have a transport company call me I will get them set out I will bring

¹⁵ Same as fn 10 and 13. At the time of pickup, the Mustang could not be driven, and was missing parts such as the windshield, trunk latch with other key parts not installed such as the driver’s seat and headlights.

¹⁶ Continues to represent that the Mustang is complete and ready for delivery in Sacramento, California. At time of pickup, the Mustang was not complete, operational, and upon information and belief was not in Sacramento, California at this time.

¹⁷ Defendant Jeff Carson claimed to have placed the Mustang with a car delivery company in California. Upon information and belief, at this time the Mustang was not in California and there was no car delivery company involved.

¹⁸ Same as fn 17.

¹⁹ Same as fn 17.

the car to my shop at my house”²⁰

- x. J. Carson, OR to S. Lunceford, CA, June 16, 2022: “Was told the car started and ran just fine yesterday probably will need some fresh gas from the list they brought back to me it’s going to take about 3 or 4 days to get all the parts bolted back on so it is road worthy I don’t think I can have that done by Tuesday or Wednesday of next week but definitely can for the week after”²¹

38.

Upon information and belief, all Defendants conspired together to defraud Plaintiff, and were jointly involved in Defendant Jeff Carson’s ongoing efforts to delay return of the Mustang through false and fraudulent pretenses of delivery problems in order to deny Plaintiff of the use of his Mustang, the money he paid in advance for the services, and the honest services which Plaintiff believed he was receiving.

39.

Defendants represented that they were in the business of buying, selling, and restoring vehicles in Oregon, California, and Nevada, and thus engaged in interstate commerce. Furthermore, Defendants, while residing in Oregon, engaged in business with Plaintiff, a California resident.

40.

Individual Defendants Jeff Carson and Christen Carson, while employed by or associated with Defendant Carson KUSTOMS, LLC, participated directly or indirectly in the communications via text message set out in paragraph 37 herein, which acts constitute “wire fraud”, and a “pattern of racketeering activity”.

²⁰ Defendant Jeff Carson admitting that the Mustang was incomplete, and not in California as represented.

²¹ At the time of pickup, the Mustang was not operational, and the keys were missing.

41.

Defendant Carson Kustoms, LLC engaged in a pattern of racketeering activity as described in paragraph 37 herein, while engaged in activities which affect interstate commerce as set out in paragraph 39 herein.

42.

Plaintiff is entitled to recover his damages in an amount to be proven at trial for damages to the Mustang, costs to restore lost and missing parts, and loss of use in the amount of \$277,880.00.

43.

Pursuant to 18 USC 1964(c), Plaintiff is further entitled to treble damages and recovery of all attorneys fees and costs associated with this action.

44.

Plaintiff is entitled to prejudgment interest at the statutory rate.

45.

Plaintiff is entitled to all other relief this Court deems just and equitable.

FIFTH CLAIM FOR RELIEF CONVERSION

46.

Plaintiff re-alleges and incorporates by reference all allegations contained in Paragraphs 1 through 45 as if fully alleged herein.

47.

During the course of Defendants' possession of the Mustang, Plaintiff provided various parts to be installed in Plaintiff's Mustang.

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48.

At the time the Mustang was returned to Plaintiff, numerous parts were missing, either not installed or not produced with the Mustang. These missing parts including the front and rear windshields, headlights, new stereo, trim, and other items are worth an amount to be proven at trial not to exceed \$5,000.00.

49.

By failing to deliver installed in the Mustang – as promised, or failing to produce the parts with the Mustang, Defendants have interfered with Plaintiff's right to possession of the parts to an extraordinary extent.

50.

Following pickup of the Mustang, Plaintiff has been working on restoring the Mustang, and is unable to install the missing parts without replacing them on his own, to a cost to be proven at trial not to exceed \$5,000.00.

51.

Plaintiff is therefore entitled to either an order returning the parts to him or monetary damages in an amount to be proven at trial, not to exceed \$5,000.00.

52.

Plaintiff is entitled to prejudgment interest at the statutory rate.

53.

Plaintiff is entitled to all other relief this Court deems just and equitable.

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WHEREFORE, Plaintiff prays for judgment in its favor and against JEFFREY CARSON aka JEFF CARSON, CARSON KUSTOMS, LLC and CHRISTEN CARSON as follows:

- A. On his First Claim for Relief for Breach of Contract, for:
 - i. Damages in the amount of \$65,000.00;
 - ii. Consequential Damages in the amount of \$266,380.00;
 - iii. Prejudgment and post judgment interest at the rate of 9%;
 - iv. All other relief this Court deems just and equitable.
- B. On his Third Claim for Relief, Negligence:
 - i. Damages in the amount of \$65,000.00;
 - ii. Damages for mental anguish in the amount of \$250,000.00;
 - iii. All other relief this Court deems just and equitable.
- C. On his Fourth Claim for Relief, Civil R.I.C.O. (18 USC § 1961, et. seq.):
 - i. Damages in the amount of \$277,880.00;
 - ii. Treble Damages;
 - iii. Attorneys fees and costs;
 - iv. Prejudgment and Post judgment Interest at the statutory rate.
 - v. All other relief this Court deems just and equitable.
- D. On his Fifth Claim for Relief, Conversion:
 - i. Damages in the amount of \$5,000.00;
 - ii. Prejudgment and Post Judgment Interest at the statutory rate;
 - iii. All other relief this Court deems just and equitable.

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WHEREFORE, Plaintiff prays for judgment in its favor and against JEFFREY CARSON aka JEFF CARSON and CARSON KUSTOMS, LLC as follows:

- A. On his Second Claim for violation of the Oregon Unlawful Trade Practices Act, as:
- i. Damages in the amount of \$65,000;
 - ii. Loss of use Damages in the amount of \$266,380.00;
 - iii. Prejudgment and post judgment interest at the rate of 9%;
 - iv. Attorneys fees and costs;
 - v. All other relief this Court deems just and equitable.

Dated this 14th day of September 2022

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